REMARKS

This application has been carefully reviewed in light of the final Office Action dated April 5, 2006. Claims 1 to 20, 22 to 39, 41 to 57 and 59 are in the application, of which Claims 1, 15, 23, 34, 42 and 52 are independent. Reconsideration and reexamination are respectfully requested.

The Office Action entered a rejection of all pending claims under 35 U.S.C. § 103(a), primarily over U.S. Patent No. 6,275,656 (Cipolla) in view of Japan 2000-228740 (Masaya) and further in view of U.S. Patent No. 5,088,586 (Isobe). In addition, in the rejection of several of the dependent claims, the Office Action also relied on the following: U.S. Patent No. 5,923,906 (Zander), U.S. Patent No. 6,292, 213 (Jones), and U.S. Patent No. 6,337,712 (Shiota). The rejections are all respectfully traversed.

Specifically, in entering the rejection of the claims, the Office Action stated that the claimed invention contemplated an inadvertent or unknowing selection of an erasure. See Office Action, page 3. This interpretation is apparently based on the description found at page 18, lines 1 to 13, of the specification (hereinafter the "the first paragraph on page 18"). The Office Action further asserted that Masaya meets this interpretation, since it provides for automatic erasure, without the end user's knowledge that such an erasure will take place.

This interpretation of the claims is respectfully traversed, since it ignores language present in the claim that specifies that the erasure is executed "by the customer". This is explained in the specification at page 18, lines 14 to 32 (hereinafter the "second paragraph of page 18"). As explained in this second paragraph of page 18, the customer

might not be done with his rental of the storage medium, and might have stopped by a photo kiosk strictly for the purpose of obtaining prints of data stored on the storage medium. In this case, the customer is prompted to select whether the erase function should be performed, or whether it should not. The customer thereafter has the option of electing to keep their data on the storage medium for future use, or of electing to remove the data from the storage medium before the storage medium is returned. Presumably, the customer will elect not to erase if he is not finished with his storage medium and wishes to continue its use. Also presumably, the customer will elect to erase the storage medium if he is finished with his storage medium so as to ensure that no employee will have access to data contained on the storage medium upon its return.

It is clear, therefore, that the § 103(a) rejection of the claims was entered improvidently, since the automatic erasure of Masaya is not the same as an erasure step that is executed "by the customer". The Office Action's focus on the first paragraph of page 18, which does not apparently involve an erasure executed "by the customer", ignores the entire second paragraph of page 18 which specifically defines an erasure that is executed "by the customer".

To emphasize this point even more distinctly, the claims herein have been amended so as to stress that erasure is executed if the customer elects to erase and is not executed if the customer elects not to erase. Such an arrangement is far different that anything that is disclosed or fairly suggested by Masaya or by any of the applied art of record.

The remaining references applied against the claims have all been reviewed, but they are not seen to add anything to the above-noted deficiencies of Masaya. Specifically, all of these references are not seen to disclose a selectable erasure step, with the erasure step being selectably executed by the customer when a removable digital storage medium is returned, such that erasure is executed if the customer elects to erase and is not executed if the customer elects not to erase. Allowance of all claims is therefore respectfully requested.

Applicants' undersigned attorney may be reached in our Costa Mesa, California office at (714) 540-8700. All correspondence should continue to be directed to our below-listed address.

Respectfully submitted,

Attorney for Applicants
Michael K. O'Neill
Registration No.: 32,622

FITZPATRICK, CELLA, HARPER & SCINTO
30 Rockefeller Plaza
New York, New York 10112-3800
Facsimile: (212) 218-2200

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